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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA**

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| In re SHOOT THE MOON, LLC, Debtor. | Case No. 15-60979-11 |
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**AFFIDAVIT OF DAVID B. COTNER PURSUANT TO SECTIONS 327(a), 328(a), 329
AND 504 OF THE BANKRUPTCY CODE AND RULES 2014(a) AND 2016(b) OF THE
FEDERAL RULES OF BANKRUPTCY PROCEDURE**

State of Montana)
ss:
County of Missoula)

I, David B. Cotner, being first duly sworn on oath, depose and state as follows:

1. Since 1983, I have been duly licensed to practice as an attorney in the State of Montana. I am of counsel at the law firm of Cotner Law, PLLC ("Cotner Law"), 2700 Radio Way, Missoula, Montana 59808.
2. I submit this Affidavit in connection with the Application of Jeremiah Foster (the "Trustee"), the chapter 11 Trustee of the bankruptcy estate of Shoot the Moon, LLC (the "Debtor"), for authorization to employ and retain Cotner Law as counsel to the Trustee and to provide the disclosures required under Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

INTERNAL REVIEW PROCEDURES

3. In preparing this Affidavit, I relied on procedures that Cotner Law has used to evaluate compliance with the requirements of the Bankruptcy Code and the Bankruptcy Rules regarding the retention of professionals by a chapter 11 trustee under the Bankruptcy Code (the "**Internal Review Procedures**").

4. In addition, our office has circulated by electronic mail a transmission to all attorneys and staff of Cotner Law asking them to identify any disclosed relationships with the Debtor and entities affiliated with the Debtor, as well as investors and lenders that have been disclosed to us.

RESULTS OF INTERNAL REVIEW PROCEDURES

5. Based upon the review conducted by Cotner Law pursuant to the Internal Review Procedures, Cotner Law does not hold or represent any interest adverse to the Debtor's estate. Cotner Law is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code in that Cotner Law its Partners, counsel and associates: (a) are not creditors, equity security holders, or insiders of the Debtor; (b) are not and were not, within two years before the date of the filing of the Debtor's chapter 11 petition on October 21, 2015 (the "**Commencement Date**"), directors, officers, or employees of the Debtor; and (c) do not have all interest materially adverse to the interests of the Debtor's estate or of my class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason.

6. Based upon the review conducted by Cotner Law pursuant to the Internal Review Procedures, neither Cotner Law nor any of its partners, counsel, or associates represent any entity other than the Trustee in connection with the Debtor's chapter 11 case.

7. From 1988 to 2006 David B. Cotner did represent First Interstate Bank on various banking and litigation matters. He has had no ongoing relationship since August 22, 2006.

8. If matters arise in the course of the Debtor's chapter 11 case in which Cotner Law cannot or will not represent the Trustee, Cotner Law will inform the Trustee and all other appropriately retained firm will represent the Trustee with respect to such matter.

TERMS OF ENGAGEMENT

9. The terms of employment of Cotner Law, agreed to by the Trustee, subject to the approval of the Court are: Trustee shall pay Cotner Law a contingency fee on each separate claim as follows:

- a. Twenty-Five Percent (25%) of all gross sums or property value recovered through settlement memorialized in writing on or before the sixtieth (60th) day after filing an action on such claim;
- b. Thirty-Three percent (33.33%) of all gross sums or property value recovered through settlement or judgment for the benefit of Client after a claim has been pending for sixty (60) days;
- c. Forty percent (40%) of all gross sums or property value recovered for the benefit of the client if the settlement or judgment is obtained on or after a period commencing forty-five (45) days prior to the scheduled trial or later; and
- d. Forty-five percent (45%) of the gross sums or property value recovered for the benefit of the client after an appeal is filed by either party.

Trustee shall reimburse Cotner Law for all costs and expenses.

10. Cotner Law fee agreement charges its clients ordinary and customary expenses, including but not limited to process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, in-office photocopying, parking, mileage, investigation expenses, consultants' fees, expert witness fees, and other similar items. Client authorizes Attorney to incur all reasonable costs and to hire any investigators, consultants, or expert witnesses reasonably necessary in Attorney's judgment.

Client's obligation to pay such costs and expenses is independent of the obligation to pay legal fees.

11. Cotner Law understands that it will be required to submit applications for interim and/or final allowances of compensation pursuant to sections 330 and 331 of the Bankruptcy Code and the rules and orders of this Court. Cotner Law has reviewed fee application guidelines promulgated by the United States trustee for the District of Montana and will comply with them.

VERIFICATION

STATE OF MONTANA)
County of Missoula)
:ss.

DAVID B. COTNER, being first duly sworn upon his oath, deposes and states as follows:

That he has read the foregoing Affidavit, knows the contents thereof, and that the facts and matters contained therein are true to the best of his knowledge.

DATED this 29 day of September, 2017.

COTNER LAW, PLLC
Attorneys at Law
2700 Radio Way
Missoula, Montana 59808

By: 
David B. Cotner

Subscribed and sworn to before me this 29 day of September, 2017.



Notary Public for the State of Montana.
Printed Name: Hannah T. Eastburn
Residing at _____
My commission expires: _____